Software End User License Agreement and Hardware Limited Warranty for HP Networking

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In the event of a conflict in this document between the version in the officially recognized language for a particular jurisdiction and another version, the version in the officially recognized language for a particular jurisdiction controls.

The information in this document is subject to change without notice. Updated information can be found on the web:
www.hp.com/networking/warranty

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Software End User License Agreement and Hardware Limited Warranty Statement

This booklet includes important information for you:

- Your software end user license agreement, which is on page 2.
- Questions and answers about your warranty coverage and how to get support, which begins on page 4.
- The Hewlett-Packard Hardware Limited Warranty Statement for your product, which begins on page 5.

For quick reference in the future, please record the following information:

HP Product Name (e.g., HP E5412 zl switch)	
HP Product Number (e.g., J8698A)	
HP Product Serial Number (e.g., US402YZ0A1)	
Date of purchase	

If you purchased upgraded or extended warranty coverage, please record the following information:

Level of coverage purchased (e.g., 4 hour onsite, 24 x 7)	
Duration of coverage (e.g., 3 years)	
HP Support Agreement ID (SAID) or other HP Care Pack or HP contract reference number	
Date of purchase	

HP recommends that you keep a copy of your product proof-of-purchase, such as an invoice, and a copy of any upgraded or extended warranty coverage that you purchased with this booklet.

ATTENTION: USE OF THE SOFTWARE IS SUBJECT TO THE HP SOFTWARE LICENSE TERMS SET FORTH BELOW. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE LICENSE TERMS. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND. IF THE SOFTWARE IS BUNDLED WITH ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE UNUSED PRODUCT FOR A FULL REFUND.

End User License Agreement

PLEASE READ CAREFULLY BEFORE USING THIS EQUIPMENT: This End-User License Agreement (“EULA”) is a legal agreement between (a) you (either an individual or a single entity) and (b) Hewlett-Packard Company or in-country legal entity (“HP”) that governs your use of any Software Product, which is either i) installed on or made available by HP for use with your HP Networking product (“HP Networking Product”) or ii) made available as part of the HP Networking product portfolio for use on a standalone basis (“HP Networking Software Product”), that is not otherwise subject to a separate license agreement between you and HP or its suppliers. Other software may contain a EULA in its online documentation. The term “Software Product” means computer software and may include associated media, printed materials and “online” or electronic documentation. An amendment or addendum to this EULA may accompany the HP Networking Product or HP Networking Software Product.

RIGHTS IN THE SOFTWARE PRODUCT ARE OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA. BY INSTALLING, COPYING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOUR SOLE REMEDY IS TO RETURN THE ENTIRE UNUSED PRODUCT (HARDWARE AND SOFTWARE) WITHIN 14 DAYS FOR A REFUND, SUBJECT TO THE REFUND POLICY OF YOUR PLACE OF PURCHASE.

1. Applicability. This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett-Packard Company and its subsidiaries ("HP"). By downloading, copying, or using the software you agree to this Agreement. HP provides translations of this Agreement in certain languages other than English, which may be found at: http://www.hp.com/go/SWLicensing.

2. Terms. This Agreement includes supporting material accompanying the software or referenced by HP, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material"). Additional license authorizations are at: http://www.hp.com/go/SWLicensing.

3. Authorization. If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.

4. Consumer Rights. If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.

5. Electronic Delivery. HP may elect to deliver software and related software product or license information by electronic transmission or download.

6. License Grant. If you abide by this Agreement, HP grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material.

Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:

- You may not use software to provide services to third parties.
- You may not make copies and distribute, resell or sublicense software to third parties.
- You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and HP reserves the right to make such updates only available to customers with support contracts.
- You may not copy software or make it available on a public or external distributed network.
- You may not allow access on an intranet unless it is restricted to authorized users.
- You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
- You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HP in writing about such modifications.

7. Remote Monitoring. Some software may require keys or other technical protection measures and HP may monitor your compliance with the Agreement, remotely or otherwise. If HP makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it's made available.

8. Ownership. No transfer of ownership of any intellectual property will occur under this Agreement.

9. Copyright Notices. You must reproduce copyright notices on software and documentation for authorized copies.

10. Operating Systems. Operating system software may only be used on approved hardware and configurations.

11. 90-day Limited Warranty for HP Software.

- HP-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HP within 90 days of delivery of non-conformance to this warranty, HP will replace your copy. This Agreement states all remedies for warranty claims.
- HP does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HP in Supporting Material. To the extent permitted by law, HP disclaims all other warranties.

12. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against you that allege that HP-branded software as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on your prompt notification of the claim and cooperation with our defense. HP may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the

amount paid for the affected product in the first year or the depreciated value thereafter. HP is not responsible for claims resulting from any unauthorized use of the software.

13. Limitation of Liability. HP's liability to you under this Agreement is limited to the amount actually paid by you to HP for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

14. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HP. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

15. General.

a. Assignment. You may not assign this Agreement without prior written consent of HP, payment of transfer fees and compliance with HP's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

b. U.S. Government. If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HP's standard commercial license.

c. Global Trade Compliance. You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.

d. Audit. HP may audit you for compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then you will pay to HP such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse HP for the auditor costs.

e. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HP written notice, HP will send you a copy of the source code for a reasonable fee.

f. Notices. Written notices under this Agreement may be provided to HP via the method provided in the Supporting Material or if none, via "contact HP" site on www.hp.com.

g. Governing Law. This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

h. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

i. Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HP doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

16. Australian Consumers. If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth) then despite any other provision of this Agreement, the terms at this URL apply: http://www.hp.com/go/SWLicensing.

Hardware Warranty Questions and Answers

How long is the warranty coverage for my product?

Please refer to the hardware limited warranty period table in the Hewlett-Packard Hardware Limited Warranty Statement later in this document. The warranty durations are also listed on the Web at **www.hp.com/networking/warranty**.

Who is eligible to start a warranty claim?

The HP warranty on an HP Networking product is available only to the original bona fide end user who purchased that product through an authorized HP distribution channel. A bona fide end user may designate an agent to start an HP warranty claim on their behalf, and HP may require written proof of that agency agreement before processing the warranty claim. If a bona fide end user transfers their HP Networking product to any other party, any remaining HP warranty coverage ceases upon that transfer, and no subsequent party or user is eligible to obtain warranty service on that product.

What should I do before I start a warranty claim?

You should:

- Look at the frequently asked questions and other technical information on the Web at **www.hp.com/networking/support** to see if any apply to the symptoms you are seeing.
- Look in the latest release notes for your product to see if the symptoms you are seeing might be due to a known issue that has been resolved in a more recent version of software. If so, update your software to see if it resolves the symptoms. You can find the latest release notes and current software on the Web at **www.hp.com/networking/support**.
- Refer to your product documentation for troubleshooting procedures, and perform appropriate steps. You can find the latest documentation on the Web at **www.hp.com/networking/support.**

If you are still unable to resolve the issue, please review this warranty booklet prior to contacting HP, and have the following information ready:

- Product serial number, product name, and product number
- Date of purchase of the product and any upgraded or extended warranty coverage (note that you may be required to provide proof of purchase or lease)
- Detailed description of the symptoms, including when the symptoms first occurred and how frequently they are occurring
- Detailed description of any changes made to your product's configuration or network environment prior to the start of the symptoms occurring
- Detailed description of the troubleshooting steps you have performed and the results of those steps
- Software revision currently on the product

Any product that has had its serial number removed or is not a genuine HP Networking product is not eligible for warranty coverage.

How do I start a warranty claim?

If you purchased upgraded or extended warranty coverage from HP, such as through an HP Care Pack or other type of HP service contract, you should call the phone number that was provided to you when you or your reseller registered the HP Care Pack or purchased the HP service contract. If you did not purchase upgraded warranty coverage from HP, you should contact HP or contact your HP reseller if they are HP-authorized for warranty fulfillment on HP Networking products. You may contact HP to start a warranty claim during HP's business hours (to locate the phone number and specific hours for your location, please go to the Web at **www.hp.com/networking/support** and click on "Contact Us").

If possible, you should contact HP from a location where it is easy for you to access the product. HP requests that you contact HP as warranty failures occur and not wait until you have several defective units. It will be more difficult for you to provide the information that HP needs to confirm and process your warranty claim if you delay requesting a warranty claim. Also, parts availability may affect HP's ability to send you all the replacement units in a timely manner if you request several units at one time.

What happens when I call HP for a warranty claim?

(If you purchased upgraded or extended warranty coverage from HP, please refer to the information provided to you when you purchased that coverage.)

You will be asked for some information about your product, including its product number, its serial number, and when you purchased it, so HP can confirm your product is still within the warranty period and identify what level of coverage you are entitled to. In some situations, you may be asked to provide proof of purchase or lease. HP will ask you to describe the symptoms that your product is showing and what troubleshooting steps you have already taken to determine this product is failing. You might also be asked to provide some information about the product's configuration and software revision, as well as your network topology and environment.

HP will then decide if some additional troubleshooting steps are necessary to confirm that the product is having a hardware failure or to isolate the failure between, say, a module in a switch and the switch chassis. HP will ask you to perform these steps and can answer questions you might have about how to perform the steps. In some cases, HP may ask you to update to a more current version of software on your product as part of the troubleshooting.

In order to help minimize the impact of the possible failure, it is important that you assist HP with the troubleshooting. For example, if a symptom is actually due to a configuration issue and not a hardware failure, sending you a replacement part will not resolve the issue and could result in additional network downtime for you.

Once HP has confirmed that your product is having a failure covered under warranty and knows what replaceable part you need, HP will send the part to you.

Where can I find additional questions and answers about the hardware warranty?

Please refer to the questions and answers on the Web at **www.hp.com/networking/warranty**.

Hewlett-Packard Hardware Limited Warranty Statement

General terms

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer. In addition, you may also have other legal rights under applicable local law or special written agreement with HP.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

FOR CONSUMER TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

HEWLETT-PACKARD AUSTRALIA WARRANTY POLICY: YOUR CONSUMER RIGHTS
When you buy a good from HP as a consumer, the good comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The relevant guarantees are as follows:

- **Quality**—goods supplied by HP must be of acceptable quality. The test for acceptable quality is whether a reasonable consumer, fully aware of the state and condition of the goods, would find them:
  - safe, durable and free from defects;
  - acceptable in appearance and finish; and
  - fit for all the purposes for which goods of that kind are commonly supplied.

  This must take into account the nature and price of the goods, and any statements on packaging or labeling.
- **Disclosed Purpose**—goods or services supplied by HP that HP represents are reasonably fit for a purpose expressly disclosed by a consumer must be reasonably fit for that purpose.
- **Description**—goods supplied by HP must match the description provided by HP.
- **Sample**—goods supplied by HP must match any sample shown to you by HP.
- **Title**—a consumer who purchases a good from HP must receive clear title to the good.
- **Due care and skill**—services provided to you by HP must be provided with due care and skill.
- **Express warranties**—HP will be legally required to comply with the express warranty that is set out in its terms and conditions.
- **Reasonable time**—repair services provided by HP must be provided within a reasonable time.

If you think that you are entitled to any of the above remedies, please contact HP:
Hewlett-Packard Australia Pty Ltd
l353 Burwood Highway
Forest Hill Vic 3131
To initiate a support request, please use the numbers below or visit http://www.hp.com.au and select the **Customer Service** option for the most current list of phone support numbers.

Product	Phone
Support for all HP Products except those listed separately below	13 10 47 If dialing internationally: +61 2 8278 1039
DeskJet, Office Jet, PSC, All-in-One, Photosmart & Personal LaserJet Series 1000, P1000, M1000 and Colour LaserJet CP1000 Series and model CM1415	1300 721 147 If dialing internationally: +61 3 8833 5000
HP Pavilion Desktop PC Support & Spare Parts	1300 721 147 If dialing internationally: +61 3 8833 5000
Compaq Presario PC Support & Spare Parts	1300 888 423 If dialing internationally: +61 3 8833 5000
HP MediaSmart Server & HP StorageWorks DataVault	1 800 83 9667
HP Calculators	1 300 551 664
HP WebOS support (Including HP TouchPad and Palm products)	1 800 282 653

For further information on consumer rights visit http://www.consumerlaw.gov.au and http://www.accc.gov.au/consumerguarantees.

THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty.

Under the HP Global Limited Warranty program, products purchased in one country/region may be transferred to another country/region, where HP or its authorized service providers offer warranty service for the same product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability. HP or your local HP authorized service provider can provide you with details.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

This Limited Warranty applies only to the original bona fide end user that purchased genuine HP branded hardware products (referred to in this Limited Warranty as "HP Networking Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "HP") with this Limited Warranty. The term "HP Networking Hardware Product" is limited to the hardware components. The term "HP Networking Hardware Product" DOES NOT include any software applications or programs, non-HP products, or non-HP branded accessories.

HP warrants that the HP Networking Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP, or from the date HP completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Networking Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HP Networking Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Networking Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with products which are, in HP's sole opinion, equivalent to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or for the remainder of the Limited Warranty Period of the HP Networking Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Networking Hardware Product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP Networking Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

TRANSFER OF HP NETWORKING HARDWARE PRODUCTS TO ANY THIRD PARTY OTHER THAN THE ORIGINAL BONA FIDE END USER VOIDS THE HP NETWORKING PRODUCT WARRANTY TO THE FULLEST EXTENT ALLOWED BY LAW. HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP NETWORKING HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of HP-approved parts if available for your product in the servicing country or region.

HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; (3) parts intended for one system are installed in another system of different make or model.

Exclusive remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP NETWORKING HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP OR AN AGENT OR EMPLOYEE OF HP—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP NETWORKING HARDWARE PRODUCT. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of liability

IF YOUR HP NETWORKING HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST REVENUE, LOSS OF

USE, OR ANY OTHER COMMERICAL OR ECONOMIC LOSS OF ANY KIND, COST OF COVER, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON OTHER THAN HP. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES OR EVEN IF SUCH POSSIBILITY WERE REASONABLY FORESEEABLE. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR, IN JURISDICTIONS WHERE THE FOLLOWING TYPES OF DAMAGES CANNOT BE EXCLUDED, IN THE EVENT THE DAMAGES ARISE OUT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH A KIND THAT IT SHOULD BE TREATED AS WILLFUL MISCONDUCT.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Customer responsibilities

To enable HP to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- Maintain a proper and adequate environment, and use the HP Networking Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware or software, install software patches, run HP diagnostics and utilities, and implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Allow HP to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as “Proprietary Service Tools”); Proprietary Service Tools are and remain the sole and exclusive property of HP. Additionally, you will:
  - Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by HP
  - Install, maintain, and support Proprietary Service Tools, including any required updates and patches
  - Provide remote connectivity through an HP-approved communications line, if required
  - Assist HP in running the Proprietary Service Tools
  - Use the electronic data transfer capability to inform HP of events identified by the Proprietary Service Tools
  - Return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools upon termination of warranty support
  - Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools

  In some cases, HP may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.
- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- Make periodic backup copies of your configuration data, files, data, or programs stored on your hard drive or other storage media or devices as a precaution against possible failures, alteration, or loss. Before returning any HP Networking Hardware Product for warranty support, back up your configuration data, files, data, and programs, and remove any confidential, proprietary, or personal information.
- Maintain a procedure to reconstruct your lost or altered configuration data, files, data, or programs that is not dependent on the HP Networking Hardware Product under warranty support.
- Notify HP if you use HP Networking Hardware Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone warranty service until you remedy such hazards.
- Perform additional tasks as defined within each type of warranty service listed below and any other actions that HP may reasonably request in order to best perform the warranty support.

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the HP Networking Hardware Product you have purchased. For more details, refer to the "Limited warranty period" section.

Advance unit replacement warranty service

Your HP Limited Warranty may include an advance unit replacement warranty service. Under the terms of the advance unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Networking Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

In countries or regions where this Limited Warranty may be enforced but where advance unit replacement warranty service is not available, HP will, in its sole discretion, substitute another type of warranty service.

Service upgrades

HP has a range of additional service coverage for your product that can be purchased locally. However, some services and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the HP Web site at **www.hp.com/networking/services**.

Limited warranty period

The Limited Warranty Period for an HP Networking Hardware Product is a specified, fixed period commencing on the date of purchase or lease from HP, or from the date that HP completes installation, whichever is later. The date on your sales receipt is the date of purchase unless HP or your reseller informs you otherwise in writing.

The following tables list the Limited Warranty Period, service delivery method, and response time for HP Networking Hardware Products.

	Products	Limited Warranty Period*	Advanced replacement delivery response time **
Switches	Modular		
	129xx, 125xx, 119xx, 105xx, 95xx, 75xx	1 year	10 calendar day delivery
	82xxzl, 54xxzl, 42xxvl	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	Fixed-configuration		
	79xx, 59xx/AF, 583x/AF, 582x/AF, 57xx	1 year	10 calendar day delivery
	66xx, 62xx/yl, 580x/AF, 55xx, 513x, 512x, 38xx, 36xx, 35xx/yl, 31xx, 29xx/al, 281x, 26xx, 25xx/G	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	Smart Managed		
	192x, 191x, 181x, 17xx, 1620	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	190x	3 years	Next business day delivery
	IntelliJack Switches	3 years	Next business day delivery
	Unmanaged		
	1410	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	1405	3 year	Next business day delivery
Wireless LAN	Indoor Access Points		
	560, 525, 425, M220	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	MSM46x/430/422/410, MSM3x0, M200	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	Controllers		
	MSM765 zl	5 years for hard disk drive and limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product).	Next business day delivery
	MSM775 zl, MSM720, 870 & 850 Unified Wired-WLAN Appliance, 830 Unified Wired-WLAN Switch	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	MSM760, MSM710	1 year	Next business day delivery
	10500/7500 20G Unified Wired-WLAN Module	1 year	Next business day delivery
	HP RF Manager Controller	1 year	Next business day delivery

	Other WLAN products			
		MSM4xx-R, MSM3xx-R Outdoor Access Points	1 year	Next business day delivery
		517 Wireless Access Device	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
		MSM317 Wireless Access Device	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
		MSM415 RF Security Sensor	1 year	Next business day delivery
Routers	Routers			
		88xx, HSR68xx	1 year	10 calendar day delivery
		HSR66xx, 66xx, MSR50, MSR4xxx, MSR3xxx, MSR30	1 year	10 calendar day delivery
		MSR2xxx, MSR20, MSR1xxx, MSR9xx	1 year	Next business day delivery
		R120, R110 Wireless routers	3 years	Next business day delivery
Additional Networking Products	HP Security Appliances			
		S80xxF, S30xxF, S10xxF Next Generation Firewall Appliance	1 year	Next business day delivery
		F/S 5000/1000-A/E/S VPN Firewall	1 year	Next business day delivery
		U200-A/C/M/S/CS UTM	1 year	Next business day delivery
	AllianceONE Products			
		HP AllianceONE Services/Advanced/Extended Services zl modules	5 years for hard disk drive and limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product).	Next business day delivery
		Sangoma Voice Cards	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
	HP Voice Products			
		41xx, 35xx, 31xx IP phones	1 year	30 calendar day delivery
	HP Transceivers			
		X244, X242, X132, X131, X129, X122, X121, X119, X112, X111	Limited lifetime (for products purchased after December 1, 2014 the warranty extends only for as long as the original bona fide end user continues to own or use the product)	Next business day delivery
		X240, X170, X160, X150, X140, X135, X130, X125, X124, X120, X115, X114, X110	1 year	30 calendar day delivery
See the HP Networking Warranty Coverage Quick Reference at www.hp.com/networking/warrantyquickref for more details.				

* TO THE EXTENT LOCAL LAW MANDATORILY REQUIRES A DEFINITION OF “A LIFETIME WARRANTY” OR DEFINITION DIFFERENT FROM THAT PROVIDED HERE, THEN LOCAL LAW WILL SUPERSEDE AND TAKE PRECEDENCE. Includes coverage of any built-in fans and power supplies for the entire warranty period. Removable power supplies, modules and accessories such as antennas, fans, power cords, etc. may have different warranty coverage than the host device. See the HP Networking Warranty Coverage Quick Reference at www.hp.com/networking/warrantyquickref for more details.

** Response times are based on local standard business days and working hours. Response times begin once HP has completed confirming the warranty failure and identifying the replacement part. Response time is based on commercially reasonable effort and subject to a daily shipment cutoff time. In some countries and regions and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer. Contact your local HP service organization for response time availability in your area.

Software limited warranty

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It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Freeware operating systems and applications

HP does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with HP Networking Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement, if any, included with your HP Networking Hardware Product.

Electronic or Telephone Support

Limited electronic or telephone support is available from HP. Refer to the HP Web site **www.hp.com/networking/support** for details on the support provided and the period during which support is available. See "Contacting HP" below for online resources and telephone support.

Contacting HP

If your product fails during the Limited Warranty Period and the information in the product documentation, most recent software release notes, and other technical information on the HP Web site **www.hp.com/networking** do not help you solve the problem, contact your local HP-authorized reseller or contact HP. To find out how to contact HP, see **www.hp.com/networking** and select "Contact Us".

Be sure to have the following information available before you call:

- Product serial number, product name, and product number
- Detailed description of the symptoms, including when the symptoms first occurred and how frequently they are occurring
- Detailed description of any changes made to your product's configuration or network environment prior to the start of the symptoms occurring
- Detailed description of the troubleshooting steps you have performed and the results of those steps
- Software revision currently on the product
- Proof of purchase